

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

EMMA JEAN ANDERSON, et al.,

Case No. 2:22-cv-2160-PA (ASx)

Petitioners,

PROTECTIVE ORDER

V.

ISLAMIC REPUBLIC OF IRAN
and NATIONAL IRANIAN OIL CORPORATION,
Respondents.

PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, Petitioners and Oaktree Capital Management, L.P. (the “Movants”) hereby stipulate to and petition the Court to enter the following Stipulated Protective Order.

The Movants acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

The Movants further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. GOOD CAUSE STATEMENT

This action is likely to involve valuable commercial, financial, technical and/or proprietary information, including information that may relate to an ongoing government investigation or personal information which may be subject to applicable data privacy laws, for which special protection from public disclosure and from use for any purpose other than

1 prosecution of this action is warranted. Such confidential and proprietary materials and
2 information consist of, among other things, confidential business or financial information,
3 information regarding confidential business practices, or other commercial information (including
4 information implicating privacy rights of third parties), information otherwise generally
5 unavailable to the public, or which may be privileged or otherwise protected from disclosure
6 under state or federal statutes, court rules, case decisions, or common law.

7 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
8 disputes over confidentiality of discovery materials, to adequately protect information the parties
9 are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses
10 of such material in preparation for and in the conduct of trial, to address their handling at the end
11 of the litigation, and serve the ends of justice, a protective order for such information is justified
12 in this matter. It is the intent of the parties that information will not be designated as confidential
13 for tactical reasons and that nothing be so designated without a good faith belief that it has been
14 maintained in a confidential, non-public manner, and there is good cause why it should not be
15 part of the public record of this case.

16 3. DEFINITIONS

17 3.1 Action: this pending federal lawsuit.

18 3.2 Challenging Party: a Party or Non-Party that challenges the designation of information
19 or items under this Order.

20 3.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
21 generated, stored or maintained) or tangible things that qualify for protection under
22 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
23 Statement.

24 3.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support
25 staff).

26 3.5 Designating Party: a Party or Non-Party that designates information or items that it
27 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

28 3.6 Disclosure or Discovery Material: all items or information, regardless of the medium

1 or manner in which it is generated, stored, or maintained (including, among other things,
2 testimony, transcripts, and tangible things), that are produced or generated in disclosures
3 or responses to discovery in this matter.

4 3.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the
5 litigation who has been retained by a Party or its counsel to serve as an expert witness or
6 as a consultant in this Action.

7 3.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel
8 does not include Outside Counsel of Record or any other outside counsel.

9 3.9 Non-Party: any natural person, partnership, corporation, association, or other legal
10 entity not named as a Party to this action.

11 3.10 Outside Counsel of Record: attorneys who are not employees of a party to this
12 Action but are retained to represent or advise a party to this Action and have appeared in
13 this Action on behalf of that party or are affiliated with a law firm which has appeared on
14 behalf of that party, and includes support staff.

15 3.11 Party: any party to this Action, including all of its officers, directors, employees,
16 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

17 3.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
18 Material in this Action.

19 3.13 Professional Vendors: persons or entities that provide litigation support services (e.g.,
20 photocopying, videotaping, translating, preparing exhibits or demonstrations, and
21 organizing, storing, or retrieving data in any form or medium) and their employees and
22 subcontractors.

23 3.14 Protected Material: any Disclosure or Discovery Material that is designated as
24 “CONFIDENTIAL.”

25 3.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
26 Producing Party.

27 4. SCOPE

28 The protections conferred by this Stipulation and Order cover not only Protected Material

1 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
2 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
3 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
4 Any use of Protected Material at trial shall be governed by the orders of the trial judge. This
5 Order does not govern the use of Protected Material at trial.

6 5. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations imposed by
8 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
9 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
10 claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after
11 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
12 Action, including the time limits for filing any motions or applications for extension of time
13 pursuant to applicable law.

14 6. DESIGNATING PROTECTED MATERIAL

15 6.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
16 Non-Party that designates information or items for protection under this Order must take care to
17 limit any such designation to specific material that qualifies under the appropriate standards. The
18 Designating Party must designate for protection only those parts of material, documents, items, or
19 oral or written communications that qualify so that other portions of the material, documents,
20 items, or communications for which protection is not warranted are not swept unjustifiably within
21 the ambit of this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
23 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
24 unnecessarily encumber the case development process or to impose unnecessary expenses and
25 burdens on other parties) may expose the Designating Party to sanctions.

26 If it comes to a Designating Party's attention that information or items that it designated
27 for protection do not qualify for protection, that Designating Party must promptly notify all other
28 Parties that it is withdrawing the inapplicable designation.

1 6.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
2 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure
3 or Discovery Material that qualifies for protection under this Order must be clearly so designated
4 before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents, but
7 excluding transcripts of depositions or other pretrial or trial proceedings), that the
8 Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter
9 “CONFIDENTIAL legend”), to each page that contains protected material. If only
10 a portion or portions of the material on a page qualifies for protection, the
11 Producing Party also must clearly identify the protected portion(s) (e.g., by making
12 appropriate markings in the margins).

13 A Party or Non-Party that makes original documents available for inspection need not
14 designate them for protection until after the inspecting Party has indicated which
15 documents it would like copied and produced. During the inspection and before
16 the designation, all of the material made available for inspection shall be deemed
17 “CONFIDENTIAL.” After the inspecting Party has identified the documents it
18 wants copied and produced, the Producing Party must determine which
19 documents, or portions thereof, qualify for protection under this Order. Then,
20 before producing the specified documents, the Producing Party must affix the
21 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
22 portion or portions of the material on a page qualifies for protection, the Producing
23 Party also must clearly identify the protected portion(s) (e.g., by making
24 appropriate markings in the margins).

25 (b) for testimony given in depositions that the Designating Party identify the
26 Disclosure or Discovery Material on the record, before the close of the deposition
27 all protected testimony.

28 (c) for information produced in some form other than documentary and for any other

1 tangible items, that the Producing Party affix in a prominent place on the exterior
2 of the container or containers in which the information is stored the legend
3 “CONFIDENTIAL.” If only a portion or portions of the information warrants
4 protection, the Producing Party, to the extent practicable, shall identify the
5 protected portion(s).

6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
7 designate qualified information or items does not, standing alone, waive the Designating
8 Party’s right to secure protection under this Order for such material. Upon timely
9 correction of a designation, the Receiving Party must make reasonable efforts to assure
10 that the material is treated in accordance with the provisions of this Order.

11 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
13 confidentiality at any time that is consistent with the Court’s Scheduling Order.

14 7.2 Meet and Confer. The Challenging Party shall initiate the informal dispute resolution
15 process set forth in the Court’s Procedures and Schedules. see

16 <http://www.cacd.uscourts.gov/honorable-alka-sagar>

17 7.3 The burden of persuasion in any such challenge proceeding shall be on the
18 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
19 harass or impose unnecessary expenses and burdens on other parties) may expose the
20 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
21 confidentiality designation, all parties shall continue to afford the material in question the
22 level of protection to which it is entitled under the Producing Party’s designation until the
23 Court rules on the challenge.

24 8. ACCESS TO AND USE OF PROTECTED MATERIAL

25 8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
26 produced by another Party or by a Non-Party in connection with this Action only for
27 prosecuting, defending, or attempting to settle this Action. Such Protected Material may
28 be disclosed only to the categories of persons and under the conditions described in this

Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

- (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
- (b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (d) the court and its personnel;
- (e) court reporters and their staff;
- (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise

1 agreed by the Designating Party or ordered by the court. Pages of transcribed
2 deposition testimony or exhibits to depositions that reveal Protected Material may
3 be separately bound by the court reporter and may not be disclosed to anyone
4 except as permitted under this Stipulated Protective Order; and

- 5 (i) any mediator or settlement officer, and their supporting personnel, mutually agreed
6 upon by any of the parties engaged in settlement discussions.

7 9. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation that compels
9 disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that
10 Party must:

- 11 (a) promptly notify in writing the Designating Party. Such notification shall include a
12 copy of the subpoena or court order;
- 13 (b) promptly notify in writing the party who caused the subpoena or order to issue in
14 the other litigation that some or all of the material covered by the subpoena or
15 order is subject to this Protective Order. Such notification shall include a copy of
16 this Stipulated Protective Order; and
- 17 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
18 Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with the
20 subpoena or court order shall not produce any information designated in this action as
21 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
22 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party
23 shall bear the burden and expense of seeking protection in that court of its confidential material
24 and nothing in these provisions should be construed as authorizing or encouraging a Receiving
25 Party in this Action to disobey a lawful directive from another court.

26 10. **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**
IN THIS LITIGATION

27 The terms of this Order are applicable to information produced by a Non-Party in this
28

1 Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
2 connection with this litigation is protected by the remedies and relief provided by this Order.
3 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
4 additional protections.

5 In the event that a Party is required, by a valid discovery request, to produce a Non-
6 Party’s confidential information in its possession, and the Party is subject to an agreement with
7 the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all
9 of the information requested is subject to a confidentiality agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in
11 this Action, the relevant discovery request(s), and a reasonably specific description of the
12 information requested; and

13 (3) make the information requested available for inspection by the Non-Party, if
14 requested.

15 If the Non-Party fails to seek a protective order from this court within 14 days of receiving
16 the notice and accompanying information, the Receiving Party may produce the Non-Party’s
17 confidential information responsive to the discovery request. If the Non-Party timely seeks a
18 protective order, the Receiving Party shall not produce any information in its possession or
19 control that is subject to the confidentiality agreement with the Non-Party before a determination
20 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and
21 expense of seeking protection in this court of its Protected Material.

22 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
24 Material to any person or in any circumstance not authorized under this Stipulated Protective
25 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
26 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
27 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
28 made of all the terms of this Order, and (d) request such person or persons to execute the

1 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

2 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain inadvertently
4 produced material is subject to a claim of privilege or other protection, the obligations of the
5 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
6 provision is not intended to modify whatever procedure may be established in an e-discovery
7 order that provides for production without prior privilege review. Pursuant to Federal Rule of
8 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
9 communication or information covered by the attorney-client privilege or work product
10 protection, the parties may incorporate their agreement in the stipulated protective order
11 submitted to the court.

12 13. MISCELLANEOUS

13 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
14 its modification by the Court in the future.

15 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
16 no Party waives any right it otherwise would have to object to disclosing or producing any
17 information or item on any ground not addressed in this Stipulated Protective Order.

18 Similarly, no Party waives any right to object on any ground to use in evidence of any of
19 the material covered by this Protective Order.

20 13.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material
21 must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
22 pursuant to a court order authorizing the sealing of the specific Protected Material at issue.
23 If a Party's request to file Protected Material under seal is denied by the court, then the
24 Receiving Party may file the information in the public record unless otherwise instructed
25 by the court.

26 14. FINAL DISPOSITION

27 After the final disposition of this Action, as defined in paragraph 4, within 60 days of a
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written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

15. SANCTIONS

17 Any violation of this Order may be punished by any and all appropriate measures
18 including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

21 | DATED: July 21, 2022

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17
18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

19 DATED: July 22, 2022

21 _____ / s / Sagar _____
22 Honorable Alka Sagar
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I _____ [print or type full name], of
_____ [print or type full address] declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was issued by
the United States District Court for the Central District of California on [date] in the case of
Emma Jean Anderson, et al. v. Islamic Republic of Iran and National Iranian Oil Corporation, No.
22-cv-2160-PA (ASx). I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the
14 Central District of California for the purpose of enforcing the terms of this Stipulated Protective
15 Order, even if such enforcement proceedings occur after termination of this action. I hereby
16 appoint _____ [print or type full name] of
17 _____ [print or type full address and telephone
18 number] as my California agent for service of process in connection with this action or any
19 proceedings related to enforcement of this Stipulated Protective Order.

20 || Date:

21 || City and State where sworn and signed:

22 Printed name:

23 || Signature: _____